

INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE CITY OF CHICAGO
AND THE CHICAGO PARK DISTRICT
REGARDING 2015 NIGHT OUT IN THE PARKS PROGRAM

\$750,000 Grant to Park District

This Agreement is effective as of the 20th day of April 2015, by and between the City of Chicago (the "City"), an Illinois municipal corporation, by and through its Department of Cultural Affairs and Special Events ("DCASE"), and the Chicago Park District (the "Park District"), an Illinois municipal corporation. The Park District and the City are sometimes referred to herein as the "Parties."

RECITALS

1. Pursuant to that Master Intergovernmental Agreement Between the City of Chicago and the Chicago Park District Regarding the Cooperative Delivery of Arts Programming Functions, Duties and Responsibilities ("Master IGA"), dated as of September 12, 2014, the Parties desire to cooperate in the delivery of certain arts program functions, duties and responsibilities within the City of Chicago and its parks (such cooperation, the "Project"), which arts programs may consist of performance, social practice or visual art activities and installations.

2. In 2015, in furtherance of the Project and the objectives of the Master IGA, the Park District will plan, operate and support the Night Out in the Parks program ("Program"), which consists of a new series of theater and dance in communities as part of the Night Out in the Parks programming as described in the exhibit attached hereto.

2. DCASE desires to pay \$750,000 from Fund Number 355 to the Park District to assist in funding some of the costs the Park District will incur in planning, operating and supporting the Program.

3. The City and the Park District have determined that it is in their best interests, and in the best interests of the citizens of the City, to enter into this Agreement in order to set forth their objectives and respective duties and responsibilities.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises, covenants and undertakings set forth herein, the parties hereby agree as follows:

SECTION I

INCORPORATION OF RECITALS AND EXHIBIT

The recitals set forth above and the exhibit attached hereto constitute an integral part of this Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties hereto.

SECTION II
DEFINITIONS

For purposes of this Agreement, each of the following terms shall have the respective meaning assigned to it as follows:

DCASE Funds: An amount up to \$750,000 of funds from Fund Number 355 to be paid by DCASE to the Park District in connection with the Program as herein more specifically addressed.

Commissioner: The Commissioner of DCASE.

General Superintendent and CEO: The General Superintendent and CEO of the Park District.

DCASE: The Department of Cultural Affairs and Special Events of the City.

Program: The Night Out in the Parks program.

SECTION III

RESPONSIBILITIES OF THE PARTIES; PAYMENT

3.1 The City. DCASE will pay the DCASE Funds to the Park District pursuant to invoice[s] from the Park District to DCASE and execution the agreement.

3.2 The Park District. The Park District will plan, operate and support the Program as described in the exhibit attached hereto.

3.3 Attachment to Exhibit A of the Master IGA. The Parties agree that this Agreement will be attached as part of Exhibit A to the Master IGA.

SECTION IV

MISCELLANEOUS PROVISIONS

4.1 Term. Subject to the Master IGA, the term of this Agreement begins effective as of January 1, 2015 and ends December 31, 2015, unless otherwise mutually agreed upon by the parties in writing.

4.2 Relationship. No provision of this Agreement, nor any act of the City or the Park District shall be deemed or construed by any third persons to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City or the Park District.

4.3 Compliance with Laws; Ethics. Each party shall undertake the Program in accordance with all applicable federal, state and local laws. Each party shall comply with its own applicable ethics rules, and when not in conflict, shall comply with the other party's applicable ethics

rules.

4.4 Governing Law. Illinois law shall govern this Agreement.

4.5 Termination. Subject to the Master IGA, either party may terminate this Agreement for any reason upon seven (7) days prior written notice to the non-terminating party. All undisbursed DCASE Funds shall be returned to DCASE within 30 days following termination of this Agreement.

4.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Program and it supersedes all prior oral or written agreements, negotiations and discussions with respect to the matters herein.

4.7 Modifications. This Agreement may only be modified or otherwise altered in writing signed by both parties.

4.8 Notices. All notices hereunder shall be deemed given if delivered: (i) In person; or (ii) on the third day after certified or registered deposit in the U.S. Mail, return receipt requested, postage pre-paid; or (iii) via overnight delivery by a nationally known delivery service with delivery charges pre-paid; or (iv) via same day delivery by a messenger service, with delivery charges pre-paid.

To the City:

City of Chicago
Department of Cultural Affairs and Special Events
Attention: Commissioner
78 East Washington Street
Chicago, Illinois 60602
(312) 744-8924
fax: (312) 744-1616

With copies to:

City of Chicago
Department of Law
Attention: Finance and Economic Development Division
City Hall, Room 600
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-0200
(312) 744-8538 (Fax)

To the Park District:

Chicago Park District
Attention: General Superintendent
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4200
(312) 742-5276 (Fax)

With copies to:

Chicago Park District
Department of Law
541 North Fairbanks

Chicago, Illinois 60611
(312) 742-5240
(312) 742-5328 (Fax)

4.9 Authority. Execution of this Agreement by the Commissioner of DCASE is authorized by Section 14 of that certain City-Sponsored Special Events During Year 2015 Ordinance enacted by the City Council of the City of Chicago on April 15, 2015 and memorialized at pages _____ through _____ of the Journal of Proceedings of the City Council of the City of Chicago of the same date. Pursuant to Section 14 of the foregoing ordinance, DCASE hereby designates the Program as an 'Event' thereunder.

The Park District represents and warrants that the General Superintendent and CEO of the Park District has the power and authority to enter into this Agreement and to perform its obligations hereunder.

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CITY OF CHICAGO, an Illinois municipal corporation,
by and through its Department of Cultural Affairs and Special Events

By: Michelle Boone
Michelle T. Boone, Commissioner

CHICAGO PARK DISTRICT, an Illinois municipal
corporation

By: Michael P. Kelly
Michael P. Kelly, General Superintendent and CEO

EXHIBIT

The Chicago Department of Cultural Affairs and Special Events (DCASE) is fully committed to continuing our relationship with the Chicago Park District (Park District) to produce *Night Out in the Parks*.

\$750,000 will provide a series of free arts and culture in communities as part of *Night Out in the Parks* programming. Specifically, DCASE will look to the Park District to recruit music, theater, dance and other artistic companies for the series, coordinate the individual bookings and contracts and directly pay the artist and coordination fees. The Park District will coordinate logistics including park space, reservations/coordination, sound technicians and sound equipment. The Park District and DCASE will both market these events via brochures, newspaper ads, websites, and social media.

The Park District will also provide weekly reports, which should include, but not limited to: the number of events, location of the parks including neighborhoods served, number of attendees, artists employed and other comparative data needed for DCASE reporting metrics. Also a season "wrap" report will be provided (content to be determined) to gauge the success of the program now in its third year.

The 2015 season of Night Out in the Parks will provide 1,000 events throughout the city starting Memorial Day weekend through Labor Day weekend.